

mc 3/25/09 9:21:34
mc BK 3,009 PG 499
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone (800) 331-3282 Fax (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 17413 10011-BANK OF	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	17800239 MSMS FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # BK 2,773 PG 433 Bk 2,773 Pg 433 08/15/07 CC MS DeSoto		1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/>	
2. <input checked="" type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME SPECTRUS INC.			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTY
7d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned. 10630 MARINA DRIVE, OLIVE BRANCH, MS 38654			

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME LASALLE BANK NATIONAL ASSOCIATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
10. OPTIONAL FILER REFERENCE DATA 17800239 Debtor Name: SPECTRUS INC. 318 0032215 CB CENTRAL			



UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)		
BK 2,773 PG 433 Bk 2,773 Pg 433 08/15/07 CC MS DeSoto		
12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)		
12a. ORGANIZATION'S NAME LASALLE BANK NATIONAL ASSOCIATION		
OR		
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Recorded Owner: ALP LIGHTING
Owner Address: 6333 GROSS POINT ROAD, NILES, IL, 60714
Description: 10630 MARINA DRIVE, OLIVE BRANCH, MS 38654
Page No: 433 Book No: 2,773

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Attn: Jessie
C/O Customer Services

BK 3,009 PG 501

iLien Coverpage

Date Printed: 3/11/2009

Debtor:
SPECTRUS INC.
6333 GROSS POINT ROAD
NILES, IL 60714

Cost Center: 318 0032215 CB CENTRAL
Functional Position: Operations
LS Bill Code (Corp-RC #): 096-9326
iLien File #: 35787078
Order Confirmation #: 17800239

UserID: 92298
Number of Collateral Pages Attached: 4

Transaction Type: Termination
Jurisdiction: MS, DeSoto

Please send attachments to:
Mail Address:
UCC Direct Services
330 N. Brand Blvd Suite 700
Glendale, CA 91203
FAX: 818-662-4141

Exhibit "A" to UCC-1 Financing Statement

BK 2,773 PG 434

Collateral Description

Debtor: Spectrus Inc., a Delaware corporation

Secured Party: LaSalle Bank National Association, a National Banking Association

The Deed of Trust Property (as defined below), which Debtor has mortgaged, warranted, granted, bargained, confirmed, sold and conveyed unto Jeff McCaskill, as trustee ("Trustee"), and Trustee's successors and assigns, with power of sale and right of entry, subject to the Permitted Exceptions, pursuant to that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of July 18, 2007, made by Debtor to Trustee for the benefit of Secured Party (the "Deed of Trust").

Capitalized terms used but not otherwise defined herein have the respective meanings set forth in the Deed of Trust, provided, however, that the following terms shall have the respective meanings set forth below:

"Contracts" means all of the right, title, and interest of Debtor in, to, and under any and all (i) contracts for the purchase of all or any portion of the Deed of Trust Property, whether such Contracts are now or at any time hereafter existing, including but without limitation, any and all earnest money or other deposits escrowed or to be escrowed or letters of credit provided or to be provided by the purchasers under the Contracts, including all amendments and supplements to and renewals and extensions of the Contracts at any time made, and together with all payments, earnings, income, and profits arising from sale of all or any portion of the Deed of Trust Property or from the Contracts and all other sums due or to become due under and pursuant thereto and together with any and all earnest money, security, letters of credit or other deposits under any of the Contracts; (ii) contracts, licenses, permits, and rights relating to living unit equivalents or other entitlements for water, wastewater, and other utility services whether executed, granted, or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to, or connected with, the development of the Deed of Trust Property, whether such contracts, licenses, and permits are now or at any time thereafter existing, including without limitation, any and all rights of living unit equivalents or other entitlements with respect to water, wastewater, and other utility services, certificates, licenses, zoning variances, permits, and no-action letters from each governmental authority required; (a) to evidence compliance by Debtor and all improvements constructed or to be constructed on the Deed of Trust Property with all legal requirements applicable to the Deed of Trust Property, and (b) to develop and/or operate the Deed of Trust Property as a commercial and/or residential project; (iii) any and all right, title, and interest Debtor may have in any financing arrangements relating to the financing of or the purchase of all or any portion of the Deed of Trust Property by future purchasers; and (iv) all other contracts which in any way relate to the use, enjoyment, occupancy, operation, maintenance, management or ownership of the Deed of Trust Property (save and except any and all leases, subleases or other agreements pursuant to which Debtor is granted a possessory interest in the Land), including but not limited to maintenance and service contracts, management and operation agreements, franchise/license agreements and any applicable estoppel agreements.

"Deed of Trust Property" means the Land, Minerals, Fixtures, Improvements, Personalty, Contracts, Leases and Rents, and any interest of Debtor now owned or hereafter acquired in and to the Minerals, Fixtures, Improvements, Personalty, Contracts, Leases and Rents, together with any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the

Ex. A-1

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Indebtedness or the performance and discharge of the Obligations. As used herein, the term "Deed of Trust Property" shall be expressly defined as meaning all or, where the context permits or requires, any portion of the above and all or, where the context permits or requires, any interest therein.

"Fixtures" means all materials, supplies, equipment, systems, apparatus, and other items now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in, or used in connection with (temporarily or permanently) any of the Improvements or the Land, which are now owned or hereafter acquired by Debtor and are now or hereafter attached to the Land or the Improvements, and including but not limited to any and all partitions, dynamos, window screens and shades, draperies, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, cleaning, oil and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, refrigeration, plumbing, laundry, lighting, generating, cleaning, waste disposal, transportation (of people or things, including but not limited to, stairways, elevators, escalators, and conveyors), incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, and all other utilities whether or not situated in easements, together with all accessions, appurtenances, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof.

"Improvements" means any and all buildings, covered garages, air conditioning towers, open parking areas, structures and other improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed, or constructed upon the Land or any part thereof.

"Land" means the real property or interest therein described in Exhibit B attached hereto and incorporated herein by this reference, together with all right, title, interest, and privileges of Debtor in and to (i) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to such real property or the improvements thereon; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water and water rights, timber and crops pertaining to such real estate; and (iv) all appurtenances and all reversions and remainders in or to such real property.

"Leases" means any and all leases, master leases, subleases, concessions, or other agreements (written or oral, now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use, all or any part of the Deed of Trust Property, together with all security and other deposits or payments made in connection therewith.

"Minerals" means all substances in, on, or under the Land which are now, or may become in the future, intrinsically valuable, that is, valuable in themselves, and which now or may be in the future enjoyed through extraction or removal from the property, including without limitation, oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other nonhydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores.

"Personalty" means All of the right, title, and interest of Debtor in and to (i) furniture, furnishings, equipment, machinery, goods (including, but not limited to, crops, farm products, timber and timber to be cut, and extracted Minerals); (ii) general intangibles (including, but not limited to, all permits, licenses and franchises), money, insurance proceeds, accounts (including, but not limited to, hotel guest receipts and revenues); contract and subcontract rights, trademarks, trade name and inventory; (iii) all refundable, returnable, or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental agencies, boards,

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BK 2,773 PG 436

corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable, or reimbursable tap fees, utility deposits, commitment fees and development costs, any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Improvements, Fixtures, Contracts, or Personality, including but not limited to those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land; (iv) all revenues, receipts, income, accounts, accounts receivable and other receivables including, without limitation, revenues, receipts, income receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest laundry, off-site catering, the provision or sale of other goods and services, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels, 8th Edition, International Association of Hospitality Accountants (1986), as from time to time amended, arising from or related to the Deed of Trust Property; and (v) all other personal property of any kind or character as defined in and subject to the provisions of the Code (Article 9 - Secured Transactions); any and all of which are now owned or hereafter acquired by Debtor, and which are now or hereafter situated in, on, or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, construction, financing, use, occupancy, or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use in or on the Land, of the Improvements, together with all accessions, replacements, and substitutions thereto or therefor and the proceeds thereof.

"Rents" means all of the rents, revenues, income, proceeds, profits, security and other types of deposits (after Debtor acquires title thereto), and other benefits paid or payable by parties to the Contracts and/or Leases, other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling, or otherwise enjoying all or any portion of the Deed of Trust Property.

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Exhibit "B" to UCC-1 Financing Statement

BK 2,773 PG 437

Legal Description

Lot 7 and 9, Section B, Phase I, Holiday Industrial park, situated in Section 23, Township 1 South, Range 5 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 15, Page 9, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Ex. B-1

W667789